

III. BILLING SCHEDULE and INVOICE FORMAT

1. METRO shall submit invoices consistent with the following schedule:

- a. Not later than October 15th of each contract year:

Amount totaling one-half (1/2) of the base fee

- b. Not later than February 15th of each contract year:

Amount totaling one-half of the base fee plus METRO costs incurred from responding to hazardous materials incidents from July 1 through December 31 of the contract year.

- c. Not later than July 20th following the conclusion of the contract year:

Amount totaling METRO costs incurred from responding to hazardous materials incidents from January 1 through June 30 of the contract year.

- d. The total amount billed from all Invoices submitted pursuant to paragraphs 1a, 1b and 1c above shall not exceed the total contract limit for the contract year.

2. Costs incurred from responding to hazardous materials incidents shall be documented separately by incident. The following information will be included:

- a. Date of the incident.
- b. Numbers of hours spent on scene.
- c. Number of personnel responding.
- d. Personnel salary cost.
- e. Any equipment or materials cost.

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereafter referred to as "COUNTY,"
and the SACRAMENTO METROPOLITAN FIRE DISTRICT, hereafter referred
to as "METRO"**

I. INSURANCE REQUIREMENTS

1. Each party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent program of self-insurance, for professional liability, general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.
2. METRO shall furnish COUNTY with certificates evidencing coverage required below. **The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the County and general public are adequately protected.** All certificates or evidences of self-insurance are to be received and approved by COUNTY before performance commences.

II. MINIMUM SCOPE OF INSURANCE.

Coverage shall be at least as broad as:

1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by County Risk Management Office.
2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. **WORKERS' COMPENSATION:** Legally self-insured.
4. **PROFESSIONAL LIABILITY** or Errors and Omissions Liability insurance appropriate to METRO's profession.
5. **UMBRELLA** or Excess Liability policies are acceptable where the need for

higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that are at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers' Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

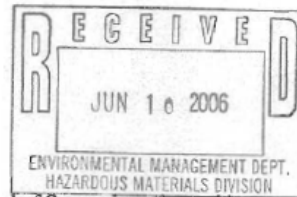
III. MINIMUM LIMITS OF INSURANCE

1. General Liability shall be made on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Product Comp/Op Aggregate:	\$2,000,000
Personal & Adv Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

2. Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per occurrence.

ER



RESOLUTION NO. 2006-0631

BE IT RESOLVED AND ORDERED that the Chair of the Board of Supervisors be and is

hereby authorized and directed to execute an agreement to provide for hazardous materials incident response service by the Sacramento Metropolitan Fire District to other County Fire Districts, in the form hereto attached, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor Dickinson, seconded by Supervisor Nottoli,

the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 23rd day of May, 2006, by the following vote, to wit:

AYES: Supervisors, Dickinson, Nottoli, MacGlashan

NOES: Supervisors, None

ABSENT: Supervisors, Collin, Peters

ABSTAIN: Supervisors, None



Roberta MacGlashan

Chair of the Board of Supervisors
of Sacramento County, California

In accordance with Section 25103 of the Government Code
of the State of California a copy of this document has been
delivered to the Chairman of the Board of Supervisors, County
of Sacramento on MAY 23 2006

By *Knomo*
Deputy Clerk, Board of Supervisors

ATTEST: *Cindy H. Turner*
Clerk, Board of Supervisors

FILED

MAY 23 2006

BOARD OF SUPERVISORS
BY *Cindy H. Turner*
CLERK OF THE BOARD

The foregoing is a correct copy of a resolution
adopted by the Board of Supervisors, Sacramento
County, California

on 5-23-06

Dated 6-1-06

Clerk of said Board of
Supervisors

By Beth J. J. J. Deputy